



136 North Monroe Street  
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**PUBLIC NOTICE OF A COMMITTEE MEETING  
OF THE COMMON COUNCIL OF THE CITY OF WATERLOO**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public & news media, that the following meeting will be held:

**COMMITTEE:** PUBLIC WORKS & PROPERTY COMMITTEE  
**DATE:** Thursday, September 1, 2016  
**TIME:** 6:00 p.m.  
**LOCATION:** Municipal Building Council Chambers, 136 N. Monroe Street

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MEETING MINUTES: August 4, 2016
3. PUBLIC COMMENT
4. FUNDING UPDATES
  - a. DNR Stewardship Grant Application For 203 East Madison Street
  - b. DNR Grant Funding To Remove Lead Water Services To Waterloo Properties
5. PROJECT UPDATES
  - a. 2016 Capital Projects Status Tracking
  - b. 2017 West Porter Street Construction And Design
  - c. 2016 Mill and Overlay Road Maintenance Project
6. UNFINISHED BUSINESS
  - a. Town Of Portland Reply - Written Township Agreements For Roadway Maintenance And Snow Removal (tabled from July 7, 2016 meeting)
  - b. Public Right-Of-Way Stormwater Management, 464 Jefferson Street (tabled from July 7, 2016 meeting)
7. NEW BUSINESS
  - a. Consideration Of A Municipal Lead Water Service Removal Program
  - b. Sale Of The Following Items:
    - i. Mosquito Fogger, Generator And Orange Sanitary Sewer Hose
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
  - a. Active bids may remain to be opened soon. It was the sense of the committee that bid summaries could go directly to the City Council to expedite projects.
  - b. 2017 Capital Improvement Plan As Before The Finance, Insurance & Personnel Committee
9. ADJOURNMENT

Mo Hansen  
Clerk/Treasurer  
Committee Members: Springer, Ziaja and Stinnett

Printed, Posted, E-mailed and Distributed: 08/26/2016

PLEASE NOTE: IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE MEETING(S) TO GATHER INFORMATION. NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY OTHER THAN THAT SPECIFICALLY NOTICED. ALSO, UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR ADDITIONAL INFORMATION OR TO REQUEST SUCH SERVICES PLEASE CONTACT THE CLERK'S OFFICE AT THE ABOVE LOCATION.

**CITY OF WATERLOO PUBLIC WORKS & PROPERTY COMMITTEE**  
**MEETING MINUTES: August 4, 2016**

1. CALL TO ORDER AND ROLL CALL. Committee Chair Springer called the meeting to order at 6:00 p.m. Committee members present: Springer, Ziaja and Stinnett. Absent: none. Others attending: Mayor Thompson, Deputy Public Works Director Jeff Robbins Maureen Giese, Anita J. Martin of the Courier and Clerk/Treasurer Hansen.
2. APPROVAL OF MEETING MINUTES: July 7, 2016. MOTION: Moved by Stinnett, seconded by Ziaja to approve the meeting minutes as presented. VOICE VOTE: Motion carried.
3. PUBLIC COMMENT. None.
4. FUNDING UPDATES
  - a. DNR Stewardship Grant Application For 203 East Madison Street. DISCUSSION: Hansen said the application was still pending.
  - b. DNR Grant Funding To Remove Lead Water Services To Waterloo Properties. DISCUSSION: Hansen said the application was still pending.
5. PROJECT UPDATES
  - a. 2016 Capital Projects Status Tracking. DISCUSSION: Hansen and Leisses provided a verbal reviewed of projects.
  - b. 2017 West Porter Street Construction And Design. DISCUSSION: Leisses said plan would be done soon, parking modifications would be minimal.
6. UNFINISHED BUSINESS
  - a. Town Of Portland Reply - Written Township Agreements For Roadway Maintenance And Snow Removal. DISCUSSION: Hansen said Wally Schoenherr was unable to attend. Springer said the City should just go with what it had. Stinnett said two parties need to be part of an agreement. MOTION: Moved by Springer, seconded by Ziaja to plow the Towns section and bill if needed. VOICE VOTE: Motion carried.
  - b. Public Right-Of-Way Stormwater Management, 464 Jefferson Street. DISCUSSION: Leisses said graded adjacent to the asphalt could be changed to alleviate the problem. Hansen discourage Leisses from engineering a solution for the private property owners. Leisses said he would only provide information and let them take actions. Preliminary plans were to be forwarded at the next meeting. MOTION: No action taken.
7. NEW BUSINESS
  - a. Consideration Of A Municipal Lead Water Service Removal Program. DISCUSSION: Hansen said he would provide a written draft program, and that the Water Utility was identifying the number of water lead services. No action taken.
  - b. Sale of the following items. DISCUSSION: Springer said items should be offered for sale using the League of Municipalities or other means. No action taken.
    - i. Mosquito Fogger
    - ii. Generator
    - iii. Orange Sanitary Hose
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
9. ADJOURNMENT. MOTION: Moved by Stinnett, seconded by Springer to adjourn. The time was approximately 6:45 pm. Motion carried.



Attest:

Mo Hansen, Clerk/Treasurer

## **Agreement Re: Road Maintenance**

Agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Waterloo, a municipal corporation (herein the “City”); and the Town of Portland, a body politic (herein the “Town”).

### WITNESSETH:

WHEREAS, the following roads described herein are partially located within the Town and City and are hereinafter referred to as the “City-Town Border Roads;” and

WHEREAS, the Town desires to retain the services of the City to perform certain maintenance of the City-Town Border Roads on its behalf and the City likewise desires to retain the services of the Town to perform certain maintenance of the City-Town Border Roads on its behalf; and

WHEREAS, the City and Town are willing to provide such services upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Description of Roads for Which the City will be providing maintenance service. See Exhibit 1.
3. Description of Roads for Which the Town will be providing maintenance service. See Exhibit 1.
4. Scope of Services and Addition of Roads. During the term of this Agreement, the City and Town agree to perform snow/ice removal services, Each party shall perform the Services in the same manner and to the same extent as it performs such Services on public roads located within its geographic boundaries.

It is noted that all other road maintenance tasks including but not limited to: replacement and maintenance of road signs, road repair and similar are the responsibility of the respective governing bodies, and are not subject to this agreement.

5. Term of Agreement. The term of this Agreement shall commence upon its execution hereof by both parties, and shall continue indefinitely thereafter and unless and until terminated in the manner provided for herein. This Agreement shall terminate upon the expiration of thirty (30)

days prior written notice of termination from one party to the other, in the event the termination is without cause. In the event a party desires to terminate this agreement with cause, then in such event, the written notice shall be given by the terminating party to the defaulting party, specifying the nature of the particular default. The defaulting party shall then have a period, not to exceed ten (10) days, within which to cure the default. Notwithstanding the foregoing, in the event the default is one of a monetary nature, then the notice of default and opportunity to cure shall be shortened to a three (3) day period.

6. Compensation. For and in consideration of the Services described herein, the Town shall compensate the City in the amount zero dollars (\$0.00) with the understanding that the Town agrees to maintain road segments as described herein.
7. Indemnification. Each party hereto agrees to indemnify, save and hold harmless the other from and against any and all claims, suits, demands or causes of action, arising out of, directly or indirectly, any act or omission of the indemnifying party, which may cause injury or damage to any person or persons or property, whomsoever or whatsoever. The parties intend that the indemnification be mutual in all respects.
8. Binding Effect. This Agreement is binding on the successors and assigns of the parties hereto.
9. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by registered United States mail, return receipt requested, addressed to the respective parties at:

City: City of Waterloo  
Attn: Clerk  
135 North Monroe Street  
Waterloo, WI 53594-1198

Town: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Construction. This Agreement has been executed in the State of Wisconsin and shall be construed and enforced in accordance with the laws of that state.
11. Intergovernmental Cooperation. This Agreement is intended to constitute an "Intergovernmental Cooperation Agreement" as defined in section 66.0301, Wis. Stat.

In Witness Whereof, the parties hereto have executed this Agreement the day and year just written above at Waterloo, Wisconsin.

CITY OF WATERLOO

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

TOWN OF

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT 1 – DESCRIPTION OF ROADS

### 1. Description of roads for which the City and Town will provide snow/ice removal services.

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
Town of Portland	The road commencing at the intersection of STH 89 and Clarkson Road west to the intersection of the north-south municipal boundary and Clarkson Road	4,000

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
City of Waterloo	The road commencing at the intersection of STH 89 and Clarkson Road east to the intersection of STH 19 and Clarkson Road	3,500